

BID FORM

MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES
2309 Barrett Station Road
Ballwin, MO 63021

REQUEST NO.	D610-148-RB
DATE	May 6, 2010
PAGE NO.	1
NO. OF PAGES	35

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL
BE RECEIVED AT THIS OFFICE UNTIL

1:00 p.m., June 7, 2010, CT

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING
THE FOLLOWING SUPPLIES OR SERVICES.

**QUOTATIONS TO BE BASED F.O.B. MISSOURI
DEPARTMENT OF TRANSPORTATION**

Submit net bid as cash discount stipulations will not be considered
District Office and Barrett Station Complex

DEFINITE DELIVERY DATE MUST BE SHOWN. SIGN AND RETURN BEFORE TIME SET FOR OPENING. **ALL BIDS MUST BE
EXTENDED AND TOTALED.**

BUYER: Athena Nance, Sr. Procurement Agent

BUYER TELEPHONE: 314-301-1440

ITEM NO.	SUPPLIES OR SERVICES	MFG. NO. OR BRAND	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001	Contract to furnish Cleaning Services with an effective Date of Award and ending June 30, 2011, in accordance with the following: See Attached					

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

*In compliance with the above invitation for bids, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver
any or all the items on which prices were quoted within days after receipt of formal purchase order.*

Date: _____
Telephone No.: _____
Fax No.: _____
Federal I.D. No. _____

Firm Name: _____
Address: _____
By (Signature): _____
Title: _____

1.0 INTRODUCTION AND ORGANIZATION

1.1 *This solicitation seeks bids from qualified contractors who can provide janitorial services for several MoDOT Locations.*

1.2 **Organization:** This document, referred to as a Request for Bid (RFB), is divided into the following parts:

- 1) Background Information
- 2) Scope of Work with Janitorial Requirements
- 3) Other Requirements
- 4) **Pricing Page** (SIGN AND RETURN)
- 5) **Attachment A: Bid Bond** (*To be executed AND SUBMITTED WITH THE BID in lieu of a Certified Check, Cashier's Check or Bank Money Order*)
- 6) **Attachment B:** Preference In Purchasing Products (SIGN AND RETURN)
- 7) **Attachment C:** Missouri Domestic Products Procurement Act (SIGN AND RETURN)
- 8) **Attachment D:** Signature and Identity of Bidder (SIGN AND RETURN)
- 9) **Attachment E:** Worker Eligibility Verification Affidavit (SIGN AND RETURN)
- 10) **Attachment F:** Missouri Service-Disabled Veteran Business Preference (SIGN AND RETURN, *if appropriate*)
- 11) Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

BACKGROUND INFORMATION

- 1.0 An interim contract currently exists for the services described in this document. That contract expires upon award of a contract from this solicitation. Bidders are advised, however, that the contractual requirements within this Request for Bid (RFB) may differ from the contractual requirements of interim contract.
- 1.1 The buildings located at the following addresses consist of offices and employees of the Missouri Department of Transportation in the St. Louis Metro Area.
- a. District Office and Lab -1590 Woodlake Dr., Chesterfield, MO.63017
 - b. District Garage, 2309 Barrett Station Rd, Ballwin, MO. 63021
 - c. Striping Bldg., 2309 Barrett Station Rd., Ballwin, MO. 63021
 - d. Signal Bldg., 2309 Barrett Station Rd., Ballwin, MO. 63021
- 1.2 The approximate Ceramic tile areas, VCT (Vetrofied Clay Tile) and carpeted areas for building are as follows and are included on the included drawings of District Office,

District Office- (s.f.)

Item	1 st Floor	2 nd Floor	3 rd floor	Total
VCT	1780	530	1450	3760
Ceramic Tile	300	960	0	1260
Carpet	14500	15795	17880	48175

Please note that 3460 s.f. of carpet is in restricted areas and is not included in the above table

Lab: 1032 s.f. of Rubberized flooring

- Striping Building- 1838 s.f. of VCT
- Signals Building- 2900 s.f. of VCT
- Garage Building- 1200 s.f. of Rubberized flooring, 1200 s.f. ceramic tile, and 300 s.f. VCT.

1.2.3 Previous usage of restroom and cleaning supplies for the all buildings is included in the attached documents and is estimated.

1.2.4 Although an attempt has been made to provide accurate and up-to-date information, MoDOT does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Bid (RFB).

1.3 Mandatory /Pre Bid Tour Of Buildings:

1.3.1 Potential Bidders MUST attend the tour of the buildings located at the following dates, time and addresses: (Lack of attendance may be basis for disqualification of bidders.)

**May 26, 2010; 10:00 A.M. – meet at the District Office, 1590 Woodlake Drive, Chesterfield, MO.,63017 at the reception area to tour the following buildings:
1590 Woodlake Dr.– District Office and Lab**

**May 26, 2010; 1:00 P.M. – meet at 2309 Barrett Station Rd, Procurement Office, to tour the Barrett Station Complex:
Garage Building
Striping Building
Signals Building**

- 1.3.2 The purpose of the tour is to allow potential Bidders an opportunity to inspect the buildings prior to submitting a bid. POTENTIAL BIDDERS SHALL NOT BE PERMITTED TO SCHEDULE A TOUR AT A DIFFERENT TIME OR DATE. An attendance record will be available.
- 1.3.3 Each Bidder is solely responsible for a prudent and complete personal inspection, examination, and assessment of the work site(s) condition, facilities, and/or any other existing condition, factor, or item that may affect or impact on the performance of service described and required by the Contractual Requirements. The Bidder shall not be relieved of responsibility for performance under the contract for any reason whatsoever, including, but not limited to, (1) the Bidder's failure to attend the scheduled tour of the buildings (2) the Bidder's failure to observe existing conditions, etc.
- (C) **Fiscal Year:** The fiscal year runs from July 1-June 30, period of service will be from Date of Award through June 30, 2011, with the option to extend the contract for up to four (4) one year periods, at the sole discretion of the Missouri Department of Transportation.

SCOPE OF WORK

1. GENERAL REQUIREMENTS:

- a. Provide janitorial services as specified herein for the Missouri Department of Transportation (hereinafter referred to as MoDOT) and to the complete satisfaction of the MoDOT.
- b. The contractor must perform all janitorial services as required herein in a manner satisfactory to and acceptable by MoDOT in order to provide a clean and sanitary environment for the buildings, the buildings' contents, and the buildings' tenants.
- c. The contractor shall provide services for all areas of the buildings specified by MoDOT. Such areas shall be all occupied areas, unless otherwise specified by MoDOT during the tour of the buildings described in the Background Information of this RFB. However, at any time during the effective period of the contract, MoDOT reserves the right to change, add to, or delete areas of the buildings for which the contractor shall provide services. MoDOT also reserves the right to add additional buildings or remove existing buildings from the contract. In such event, payment to the contractor shall be adjusted as specified in the Payment and Invoicing Requirements of this document.

2. PERSONNEL REQUIREMENTS

- a. The contractor shall be responsible for all supervision required to satisfactorily perform the requirements of the contract.
- b. The contractor shall also supply the address and telephone number of a contact person and alternate.
- c. Employees of the Contractor shall be required to wear at all times some form of identification designating them as an employee of the Contractor, i.e. name tags, shirts, etc.
- d. The Contractor shall not use, nor allow the employees of the Contractor to use any MoDOT telephones.
- e. The Contractor or employees of the contractor shall not be permitted to allow guests or visitors while on the premises of MoDOT.

3. EQUIPMENT AND SUPPLY REQUIREMENTS

- a. The contractor must furnish and maintain, in good repair, including, but not limited to mops, brooms, shampooers, buffers, sweepers, etc., and any other equipment necessary to perform this janitorial services.

- b. The contractor may either own or rent, at the contractor's expense, equipment for performing the requirements of the contract.
- c. MoDOT will furnish toilet tissue, paper towels, trashcan liners, liquid hand soap and sanitary liners.
- d. The contractor shall furnish all chemicals including but not limited to stripper, wax, shampoo, glass cleaner, disinfectant, etc. MoDOT shall have the right to approve/disapprove the use of any product, material, or supply used in the performance of the services required herein.
- e. The contractor shall not use any products, supplies or equipment, which may be injurious or damaging to the surface upon which they are applied. A material safety data sheet will be maintained on the premises, per building, by the contractor.
- f. The contractor should only use environmentally preferable products, unless a written exception to this requirement is obtained from MoDOT for a specific product. Failure of the contractor to use environmentally preferable products or failure to demonstrate the willingness and efforts necessary to use such products may be considered breach of contract.

4. SECURITY REQUIREMENTS

- a. The contractor shall be responsible for keeping MoDOT's areas of the building locked while the contractor or the contractor's employees are on the premises. Only authorized persons shall be permitted on premises. The contractor shall be responsible for locking all doors, closing all windows, and turning lights off upon completion of the janitorial services.
- b. The contractor shall be held responsible for any breakage, damage and/or loss of MoDOT's equipment or supplies through negligence and/or other inappropriate actions of the contractor or the contractor's employees while working on MoDOT's premises.
- c. The contractor shall not use nor allow the contractor's employees to use any MoDOT equipment or supplies.
- d. The contractor may be assigned an area in each building (hereinafter referred to as the "*janitorial closet*") for storage of all equipment, materials, and supplies necessary for the building. MoDOT assumes no responsibility for the security of supplies and/or equipment stored in a janitorial closet; therefore, the contractor has the option of removing their equipment and supplies from the premise daily. Some Janitorial closets do not have exterior locks. Therefore, assignments are at the option of the successful vendor.

5. SPECIFIC REQUIREMENTS

Working hours for Contractor will be restricted to 3:00 p.m. – 12:00 a.m. The contractor shall perform the following tasks five nights each week, Monday through Friday, excluding state holidays. Additional duties may be performed on weekend days as scheduled with MoDOT's contact person.

6. DAILY, WEEKLY, MONTHLY, QUARTERLY, SEMI-ANNUAL REQUIREMENTS

6.1 Daily Task Requirements: The contractor shall perform the requirements in all buildings in

order to keep all surfaces clean and free of dust, cobwebs, spots, spills, scuffs, and other debris, etc. The contractor shall perform the following daily tasks five nights each week, Monday – Friday between the hours of 3:00pm – 12:00am for each building, excluding state holidays, unless otherwise specified.

- a. Thoroughly sweep and wet mop, all non-carpeted floors using treated brooms or dust mops, as is appropriate, includes all elevators and stairwells to give a clean and satisfactory appearance – spot clean all elevator walls and both sides of elevator doors.
- b. Wet mop entrances to enhance appearance and protection.
- c. Wet mop all restroom floors using disinfectant.
- d. Thoroughly clean all restrooms and restroom fixtures, including mirrors, shelves, washbasins, stools, urinals, partitions, and doors. All restroom equipment must be properly disinfected.
- e. Clean all door glass(s) and entry foyer glass(s), inside and outside, removing all fingerprints and dirt; doors and frames.
- f. Clean and disinfect all drinking fountains, telephones, tables, and plastic chairs.
- g. Clean all ashtrays at entrances.
- h. Empty all wastepaper baskets, trash and disposal containers and place refuse in the dumpster. Wastebaskets to be washed as necessary to be kept clean. Empty all recycle containers into dumpster that is designated for recycled paper.
- i. Spot clean all walls and partition surfaces including light switches when required, to give a clean, satisfactory appearance.
- j. Vacuum all carpets nightly.
- k. Using a damp treated cloth, wipe all flat and all horizontal surfaces, including but not limited to, file cabinets, conference tables and stands, bookshelves, coat racks, window sills, and modular office systems, etc.
- l. Clean break room - including wet mopping floors, clean, disinfect, and polishing sinks and counter tops. Clean microwaves inside and out and properly disinfect. Empty and clean coffee pots.
- m. Remove black marks and high-speed buff all hallway floors.
- n. Fill paper towel dispensers, soap dispensers, sanitary liners and toilet paper rolls.
- o. Restrooms – clean and disinfect. Clean all surfaces for all restrooms. Clean toilet bowls, seats, urinals, hand basins, counter tops, and walls around these fixtures. Clean all mirrors, bright work, chrome pipes and fittings. Wet mop all restroom floors using a disinfectant 'hospital grade'. Dust or wipe all horizontal surfaces. Empty and clean all trash containers and disposals, change liners daily. Restock dispensers to normal limits (soap, toilet tissue, paper towels). Remove spots, stains, scuff marks, finger and hand prints. Report all damage to MoDOT contact.

6.2 Weekly Task Requirements: The contractor shall perform the following tasks at least two (2) times every week, with at least two (2) days between tasks. The contractor shall perform the

weekly tasks each week, Monday – Friday between the hours of 3:00pm – 12:00am for each building, excluding state holidays, unless otherwise specified.

- a. Wet-mop all tile floor areas, not mopped on a daily basis
- b. Dust all vertical surfaces of office furniture and equipment, including partitions.
- c. Spot clean carpet as necessary.
- d. Remove black marks and high-speed buff all tile floors in offices.
- e. High/low dust picture frames, chair legs, window frames, window blinds, etc.
- f. Polish kick panels on doors, clean window ledges, and clean entrance mats.
- g. Clean and disinfect light switch, telephones, and door handles.
- h. Thoroughly dust all stair railings, scrub and polish handrails.
- i. Clean and polish all stainless steel surfaces.
- j. Restrooms – clean air diffusers in all restrooms

6.3 Monthly Task Requirements: One (1) time per month, within the first ten (10) consecutive workdays of each month, the contractor must perform the monthly tasks listed below. The contractor shall perform the following daily tasks five nights each week, Monday – Friday between the hours of 3:00pm – 12:00am for each building, unless otherwise specified. Note, the contractor is responsible for providing a Material Safety Data Sheet for each product/chemical used on MoDOT property.

- a. Thoroughly scrub tile floor areas, removing all black marks; apply a thin coat of skid proof wax or floor finisher.
- b. Vacuum all upholstered furniture, cloth partitions. Clean bases and dust ops.
- c. Sweep, dust and mop storage areas.
- d. Clean/Vacuum and Dust ceiling fans, vents and clean baseboards.
- e. Clean/ dust all venetian/mini blinds
- f. Clean the fronts and sides of all vending machines.
- g. Brush and spot clean fabric furniture
- h. Restrooms – Clean and disinfect all walls. Machine scrub all restroom floors.

6.4 Quarterly Task Requirements: The contractor shall provide the following services on a quarterly basis. The contractor shall perform the following tasks quarterly; October 10, January 10, April 10 and July 10, any hours Monday – Friday between the hours of 3:00pm – 12:00am for each building, unless otherwise specified. Note, the contractor is responsible for providing a Material Safety Data Sheet for each product/chemical used on MoDOT property.

- a. Clean all registers, heating and cooling ventilators, tops of partitions, exposed pipes.

- b. Shampoo all carpeted areas if deem necessary by MoDOT contact person, see Semi-Annual
- c. Shampoo all upholstery chairs and wash all plastic or vinyl chairs.
- d. Clean both sides of all interior windows. Clean all glass surfaces other than windows.
- e. Thoroughly wash, clean, and disinfect all wastebaskets.

6.5Semi-Annual Task Requirements: The contractor shall provide the following services on an semi- annual basis. The contractor shall perform the following tasks semi-annually; every 6 (six) months; any hours Monday – Friday between the hours of 3:00pm – 12:00am for each building, unless otherwise specified. Note, the contractor is responsible for providing a Material Safety Data Sheet for each product/chemical used on MoDOT property.

- a. Spray all carpeting to prevent static electricity, preferably in the fall of the year.
- b. Clean all wall surfaces, taking care not to use any chemical that will mar or scratch the walls or partition panels.
- c. Thoroughly wash and clean all light fixtures, lenses and light tubes.
- d. Strip, wax and seal all tiled floor areas being serviced. Strip and refinish all hard surface floors with two (2) coats of skid-proof wax.
- e. Deep clean all carpet via wet extraction method. The contractor must notify MoDOT at least seventy-two hours (72) in advance of carpet cleaning in order for the building tenants to prepare for the carpet cleaning. In addition, the contractor shall be responsible to resolve problem areas as requested by MoDOT.
- f. Clean all interior glass surfaces, including all interior windows on the building.
- g. Restrooms – Strip and refinish all bathroom floors with two (2) coats of skid-proof wax.

6.6 Annual Task Requirements:

The contractor shall provide the following annual tasks within the first sixty (60) calendar days of the beginning date of the contract, and then one (1) time per year, by the 10th working day of October. (MoDOT may waive the requirement for performing some of the tasks in October of the original contract period, depending on the condition of the building and the timing of the beginning date of the contract.) The contractor must perform the listed tasks between the hours of 3:00 p.m. and 12:00 a.m., on any day, Monday through Friday, excluding state holidays, unless MoDOT otherwise approves other day(s) or times. Seventy two (72) hours prior to performing the tasks listed, the contractor must notify MoDOT of the beginning and completion date pursuant to the reporting requirements stated elsewhere herein.

- 1) Clean all wall surfaces, taking care not to use any liquid or product that will mar or scratch the wall coverings.

7. PERSONNEL AND SECURITY REQUIREMENTS

Working Supervisor

The contractor shall provide a working supervisor who shall be located on-site and shall provide a minimum of forty (40) hours of services at times prescribed by MoDOT. The supervisor must have at

least two (2) years of recent experience in directing cleaning type operations in a supervisory capacity for buildings of the approximate size and characteristics of MoDOT's. The contractor's working supervisor shall, at a minimum, be responsible for:

- a. Supervision of all the contractor's employees and the services provided by such employees as required to satisfactorily perform the requirements of the contract. Supervision must be on-site during all cleaning hours.
 - b. Inspecting services performed each day and assuring that all requirements are completed satisfactorily and acceptable to MoDOT standards.
 - c. Training and assigning duties for the contractor's employees as necessary.
 - d. Working with and maintaining a positive working relationship with MoDOT's staff, the tenants of the building, and the general public.
 - e. Insuring that the required reports are submitted as required or as needed.
 - f. Coordinate with MoDOT's contact person on a daily basis regarding problems and/or other directions.
 - g. Meeting when requested with MoDOT contact person during normal business hours (7:30 a.m. to 4:00 p.m.) to discuss janitorial service. Such meetings may be requested by either party and should occur twice weekly.
 - h. MoDOT reserves the right to approve or disapprove appointment of any of the contractor's employees to provide services required by the contract. MoDOT also reserves the right to request replacement of any employee. Unless the situation regarding the contractor's employee(s) requires immediate replacement, MoDOT will attempt to give the contractor a minimum of fourteen (14) calendar days after notification to replace unsatisfactory employee(s). All contractors and their employees must be fully bonded and insured.
 - i. The contractor shall be responsible for supervision of all the contractor's employees and the services provided by such employees as required to satisfactorily perform the requirements of the contract.
 - j. The contractor or an employee of the contractor designated as a representative of the contractor (hereinafter referred to as the "*contractor contact person*"), must be available during normal business hours (7:30 a.m. to 4:00 p.m.) for telephone conversations and/or meetings with personnel from MoDOT regarding the janitorial services.
 - 1) Such contractor contact person must have the express authority to speak on behalf of the contractor and make decisions on behalf of the contractor.
 - 2) By no later than ten (10) calendar days after the award of the contract, the contractor shall provide MoDOT with the name, address and telephone number for the contractor contact person.
- 7.1 The contractor and each of the contractor's employees assigned to the contract must have a security clearance approved by MoDOT in order to provide service under the contract. The contractor must obtain each of the required security clearances from their State Highway Patrol.
- 1) By no later than fifteen (15) calendar days after notification of award, the contractor shall provide MoDOT with the following:
 - a. A copy of the security clearance information obtained from their State Highway Patrol for each employee,

- 2) For each new or unanticipated employee, the contractor must provide MoDOT with an approved security clearance.
- 3) MoDOT shall have the right to disapprove access to any building to any of the contractor's employees for any reason.

7.2 The contractor shall perform the requirements specified herein using "*team cleaning*". "*Team cleaning*" as used herein shall be defined as cleaning in which the contractor's employees are assigned to individual tasks such as dusting, emptying trash, or vacuuming for all areas as opposed to assigning one (1) person general cleaning tasks for an assigned area.

- 7.3 The contractor's personnel shall only be allowed in work areas to which they are assigned. The contractor's personnel shall only take rest breaks in pre-assigned areas.

The contractor must ensure that each of the contractor's employees are appropriately dressed and groomed while on site and is wearing an article of clothing identifying the contractor and have a visible company and MoDOT picture ID tag at all times.

The contractor and/or the contractor's employees must sign-in immediately upon arrival and prior to any services being provided and sign-out prior to leaving the building. The contractor must provide the sign-in/sign-out sheets. In addition, the sign-in/sign-out sheets must remain at a location designated by MoDOT.

- 7.4 The contractor's employees shall not loiter in the buildings nor smoke anywhere in the buildings.

- 7.5 The contractor shall not use nor allow the contractor's employees to use any MoDOT telephone and/or equipment in the building except for the beverage and snack vending machines.

- 7.6 The contractor shall not adjust and/or use, nor allow the contractor's employees to adjust and/or use, those personal items belonging to MoDOT employees (i.e.: radios, decorative accessories, etc.).

- 7.7 The contractor shall not adjust and/or use, nor allow the contractor's employees to adjust and/or use, office furniture utilized by MoDOT employees (i.e.: chairs, desks, etc.).

- 7.8. Security Requirements:

- 7.9 The contractor shall be responsible for excluding all unauthorized persons from entering the building and for keeping the building locked after 4:00 PM while the contractor or the contractor's employees are on the premises. No exterior doors may be propped open for any reason.

- 7.10 When the contractor and/or the contractor's employees leave the building, the contractor shall lock all doors and turn off lights. In addition, if the building contains other security system(s), the contractor shall activate the system(s) according to instructions in order to protect the security of the building.

- 7.11 The contractor shall be issued keys and/or electronic cards to all areas in which janitorial services shall be provided. The contractor must take care of and not lose any such keys and/or electronic cards. In addition, the contractor shall not duplicate any of the keys and/or electronic cards issued to the contractor. If evidence of duplication is ascertained beyond reasonable doubt, MoDOT shall have the right to immediately replace the locks and all keys and/or electronic cards and to charge the contractor for such replacement.

- 1) At the expiration/cancellation of the contract, the contractor must surrender all the keys and/or electronic cards originally issued to the contractor by MoDOT. Any payments due the contractor shall be withheld until the contractor has surrendered all keys and/or electronic cards issued. In the event that all keys and/or electronic cards are not returned, the contractor shall pay MoDOT for the actual costs incurred for the replacement of all locks and keys and/or electronic cards, including keys and/or electronic cards held by the building tenants.

- 2) In addition, in the event that the contractor or a contractor employee loses a key(s) and/or electronic card(s), the contractor must notify MoDOT within one (1) working day from the date the loss is discovered. The contractor shall pay MoDOT for the actual costs incurred for the replacement of all locks and keys and/or electronic cards, including keys and/or electronic cards held by the building tenants.

- 7.12 In the process of performing the requirements of the contract, the contractor and/or the contractor's employees may become aware of information required by law to be kept confidential. Therefore, the contractor and/or the contractor's employees must not at any time disclose, directly or indirectly, any information gained during the performance of the services required by the contract.

8. SUPPLEMENTAL SERVICE REQUIREMENTS

The contractor shall perform any of the following supplemental services at the request of MoDOT. Any such supplemental services requested shall be in addition to the services specified herein. The decision as to what constitutes a supplemental service and when a supplemental service is required shall rest solely with MoDOT.

Additional carpet cleaning - The contractor shall perform additional deep cleaning carpet/water extraction services for the carpet as the necessity arises as determined and instructed by MoDOT.

- 8.1 Additional cleaning hard flooring – The contractor shall perform additional stripping and refinishing services for vinyl flooring as the necessity arises as determined and instructed by MoDOT.

- 8.2 Deep cleaning of upholstered furniture. The contractor shall perform deep cleaning services for the any of the listed upholstered furniture as the necessity arises as determined and instructed by MoDOT:

- 1) Manager's Chair (Hi-back)

- 2) Side Chair (upholstered without arm upholstering) (Low Back; Secretarial)

Construction Clean-up - Due to construction, there is often a need for additional cleaning in construction areas. Therefore, the contractor shall provide one time construction clean-up and/or on-going construction clean-up as determined necessary and as instructed by MoDOT.

- 8.3 Additional Personnel – The contractor shall provide janitorial personnel on an as needed, if needed basis.

9. REPORTING REQUIREMENTS

- 9.1 Seventy two (72) hours prior to performing any of the monthly, quarterly, semi-annual, and annual tasks required herein, the contractor shall notify MoDOT in writing of the anticipated beginning and completion date for each task required. The contractor must follow-up with a written notice of the satisfactory completion thereof and shall obtain the written approval of each task from MoDOT. Such notification shall hereinafter be referred to as the “*task schedule notice*”.

- 9.2 The contractor shall maintain a daily log of all services performed on that day. This daily log shall also reference any abnormal or unusual conditions affecting the physical and material aspects of the building or its contents, such as unlocked doors; breakage; damage; as well as any mitigating circumstances which prevented the contractor's employees from performing the contractual service. The daily log shall remain on the premises at the building at a mutually agreed to location accessible to both the contractor and MoDOT. The daily log shall become the property of MoDOT.

- 1) The contractor shall be held responsible for and shall pay to replace any breakage, damage, theft, and/or loss of equipment, supplies, materials, and other items in the building through negligence

and/or other inappropriate actions of the contractor or the contractor's employees while working on the building's premises.

10. PAYMENT AND INVOICE REQUIREMENTS

- 10.1 Invoicing - The contractor shall submit a monthly itemized invoice for providing services to MoDOT at the address stated below. The contractor must include the firm, fixed per square foot, per month price, contract number, the location, and the dates of service on each monthly invoice.

Business & Benefits, 1590 Woodlake Dr., Chesterfield, MO. 63017

- 10.2 The contractor shall be paid the firm, fixed per square foot, per month price specified on the pricing page of this document for janitorial services actually provided, subject to any damages that may be charged to the contractor, per the damages requirements stated herein. If a partial month of service is provided, the monthly amount due shall be divided by the total number of work days in that particular month to obtain a daily rate, and then multiplied by the number of days in that particular month for which service was provided, rounded to the nearest cent.
- 10.3 If any of the supplemental services as specified herein were required and performed during the monthly invoice period, the contractor shall be paid the firm, fixed price specified on the pricing page for the type of additional cleaning performed.
- 10.4 Other than the payment(s) specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.

11. DAMAGE REQUIREMENTS

The contractor shall agree and understand that performance of services as required herein are considered essential for the successful conduct of business for the tenants in each building. Therefore, if the contractor does not perform the requirements as required herein or if service provided by the contractor is substandard, deficient, and/or incomplete and if the contractor does not correct the service within a period of time agreed to between MoDOT and the contractor after written notification by MoDOT, the contractor shall pay damages to MoDOT according to the following provisions. The contractor shall understand and agree that MoDOT shall be the final judge as to what constitutes a substandard, deficient, and/or incomplete service and what shall be considered as a reasonable amount of time. Any such MoDOT determination shall be final.

- 11.1 For each daily, bi-weekly, weekly, monthly, etc., requirement that is not performed by the contractor and/or that is performed in a substandard, deficient and/or incomplete manner, as documented by the daily log and by observation of the appropriate MoDOT personnel, the contractor shall pay liquidated damages in the amount specified below for each day after the task was required to be performed until it is performed and approved:
- | | |
|----------------------------|------------------|
| 1) Daily Requirement | \$5.00 per task |
| 2) Weekly Requirement | \$10.00 per task |
| 3) Monthly Requirement | \$20.00 per task |
| 4) Quarterly Requirement | \$25.00 per task |
| 5) Semi-Annual Requirement | \$30.00 per task |
| 6) Annual Requirement | \$35.00 per task |
- 11.2 Furthermore, the contractor must respond to any contact from MoDOT regarding substandard, deficient and/or incomplete service within twenty-four (24) hours, during the work week, following notification by MoDOT of such problems. After notification by MoDOT, the contractor must correct the problem within a reasonable period of time agreed to between MoDOT and the contractor. In the event the contractor fails to respond to the contact by MoDOT within twenty-four (24) hours or in the event the contractor

fails to correct the problem within the agreed time frame, the contractor shall pay liquidated damages to MoDOT in accordance with one (1) of the following calculations:

- 1) If MoDOT hires an outside/private company to correct the substandard, deficient, and/or incomplete service, the contractor shall pay MoDOT the total cost charged by such company to perform the service.
- 2) If MoDOT uses State of Missouri personnel or resources to correct the substandard, deficient, and/or incomplete service, the contractor shall pay MoDOT the actual costs incurred by MoDOT. Such actual costs shall be calculated by the per hour price of the state personnel who perform the service and shall include material costs, etc.
- 3) If damages are assessed, MoDOT may choose to deduct assessed amounts from current and/or future invoices.

11.3 For each day that a required report, document, or notification is late or not provided after it is due, the contractor shall pay MoDOT liquidated damages in the amount of \$10.00 per day until it is received. Such liquidated damages shall apply to each of the following:

- 1) Security Clearance documentation (see paragraph 2.9.5)
- 2) Task Schedule Notice (see paragraph 2.12.1)
- 3) Daily Log (see paragraph 2.12.2)
- 4) Material Safety Data Sheets (see paragraph 2.6)
- 5) Response to any contact from MoDOT regarding substandard and/or deficient
- 6) service (see paragraph 2.14.2)

11.4 In the event of any breakage, damage, theft, and/or loss of the equipment, supplies, materials, and/or other items in the building through negligence and/or other inappropriate actions of the contractor or the contractor's employees while working on the building's premises, the contractor shall pay damages to MoDOT in the actual amount of such loss.

11.5 MoDOT reserves the right to deduct any of the damage charges stated above from the contractor's invoice or shall invoice the contractor for payment.

12.0. BIDDING REQUIREMENTS:

- A. The contractor shall provide janitorial services for the Missouri Department Of Transportation located at: 1590 Woodlake Drive, Chesterfield, MO 63017 and Barrett Station Complex, 2309 Barrett Station Road, Ballwin, MO 63021 in accordance with the terms and conditions set forth herein. The contractor must perform all janitorial services as outlined in the "Scope of Work" and "Specific Requirements" in a manner satisfactory and acceptable to the Missouri Department of Transportation.
- B. The contractor shall provide services for approx. 68,580 square feet. The areas included in this bid are the MoDOT Chesterfield Location and the Barrett Station Complex(Striping, Signals and General Services). Also, supplemental service requirements may be required from contractor as described below:
 - Additional carpet cleaning of approximately 5,000 sq. ft. of carpet;
 - Additional stripping and refinishing of approximately 5,000 sq. ft. of carpet
 - Additional professional cleaning of upholstered furniture for 10 managers' chairs
 - Additional professional cleaning of upholstered furniture for 10 side chairs

- One time construction clean-up of 10, 000 sq. ft;
 - Additional janitorial personnel for approximately 100 hours
- C. **Mandatory Pre-Bid Meeting:** All interested bidders MUST attend a Pre- Bid meeting on May 26, 2010, AT 10:00 A.M., at MoDOT's District 6 Office. Following the meeting a "walk- through", of the areas included in agreement will be conducted. Lack of attendance may be basis for disqualification of bidders.
- D. A sealed bid must be received by the General Services – Procurement Division no later than 1:00pm CT, on June 7, 2010, at the Missouri Department Of Transportation, 2309 Barrett Station Road, Procurement Office, Ballwin, MO 63021. All bids will be opened and publicly read at that time.

E. Proposal/Bid Guaranty/Contract Bond

1. Each bid shall be accompanied by a Bid Bond, Certified Check, Cashier's Check or Bank Money Order payable to the Director of Revenue – Credit State Road Fund for an amount equal to Five Percent (5%) of the amount of the BID submitted. This is to act as a guarantee that the bidder, if awarded the contract, will furnish an acceptable performance and payment bond (Contract Bond) or a cashier's check, a bank money order or a certified check made payable to "Director of Revenue-- Credit State Road Fund" in an amount equal to One Hundred (100%) of the contract price.
2. If a BID BOND is used (in lieu of a certified check, cashier's check, or bank money order), it must be in the form provided and executed by the bidder as principal and by a surety company authorized to do business in the State of Missouri as surety. The agent executing the same on behalf of the surety company must attach a current Power of Attorney setting forth his authority to execute the bond involved.
3. Certified Checks, Cashier's Checks or Bank Money Orders of unsuccessful bidders will be returned as soon as the award is made. The checks or bank money orders of the successful bidder(s) will be retained until the contract is executed and a satisfactory Performance and Payment (Contract Bond) is furnished. Bid Bonds will not be returned except on specific request of the bidder.

F. CONTRACT PERIOD:

One year from date of Award through June 30, 2011. The MHTC shall have the right, at its sole option, to renew the contract for four (4) additional one-year periods, or any portion thereof. In the event the MHTC exercises such right, all terms and conditions, requirements and specifications of the contract, including all prices, shall remain the same and apply during the renewal period.

PRICE PAGE

Janitorial Services - The Offeror shall provide a firm, fixed per square foot, per month price for the original contract period and a maximum per square foot, per month price for each potential renewal period for providing all services in compliance with the requirements of this Request for Proposal. All costs associated with providing the required services shall be included in the stated price(s).

Item #	Description <i>C/S Code: 91039</i>	Original Contract Period <i>firm, fixed price</i>	1 st Renewal Period <i>maximum price</i>	2 nd Renewal Period <i>maximum price</i>	3rd Renewal Period <i>maximum price</i>	4th Renewal Period <i>maximum price</i>
--------	---------------------------------------	--	--	--	--	--

001	Janitorial Services - per square foot, per month – excluding MoDOT supplied wastebasket liners, soap, toilet tissue and paper towels.	\$_____ <i>per square foot, per month</i>	\$_____ <i>per square foot, per month</i>	\$_____ <i>per square foot, per month</i>	\$_____ <i>per square foot, per month</i>	\$_____ <i>per square foot, per month</i>
-----	---	---	---	---	---	---

Company Name: _____

Company Title: _____

Authorized Signature: _____

Date: _____

PRICING PAGE (Continued)

Supplemental Service: The Offeror shall state a firm, fixed price for the original contract period and a maximum price for each potential renewal period for each of the following supplemental services provided pursuant to the requirements stated herein. All cost associated with providing the required services shall be included in the stated price(s).

Item # & Approx. Sf/ea/hr	Description C/S Code: 91039	Original Contract Period <i>firm, fixed price</i>	1 st Renewal Period <i>maximum price</i>	2 nd Renewal Period <i>maximum price</i>	3rd Renewal Period <i>maximum price</i>	4th Renewal Period <i>maximum price</i>
------------------------------------	-----------------------------------	---	---	---	--	--

#003 For cleaning carpet in addition to that required herein:						
5,000sf	Deep clean carpet/water extraction	\$_____ per sq. ft.	\$_____ per sq. ft.	\$_____ per sq. ft.	\$_____ per sq. ft.	\$_____ per sq. ft.
#004 For cleaning hard flooring in addition to that required herein:						
5,000sf	Strip and refinish hard flooring	\$_____ per sq. ft.	\$_____ per sq. ft.	\$_____ per sq. ft.	\$_____ per sq. ft.	\$_____ per sq. ft.
#005 For deep cleaning of upholstered furniture in addition to that required herein:						
10 each	For each manager's chair cleaned	\$_____ per manager's chair	\$_____ per manager's chair	\$_____ per manager's chair	\$_____ per manager's chair	\$_____ per manager's chair
10 each	For each side chair cleaned	\$_____ per side chair	\$_____ per side chair	\$_____ per side chair	\$_____ per side chair	\$_____ per side chair
#006 For Construction Clean-up Services:						
10000sf	One time construction clean-up	\$_____ per sq. ft.	\$_____ per sq. ft.	\$_____ per sq. ft.	\$_____ per sq. ft.	\$_____ per sq. ft.
#007 For Additional Per Hour Janitorial Services:						
100 hours	Additional Janitorial Personnel	\$_____ per hour, per person	\$_____ per hour, per person	\$_____ per hour, per person	\$_____ per hour, per person	\$_____ per hour, per person

Company Name: _____

Company Title: _____

Date: _____

Authorized Signature: _____

PRICING PAGE (Continued)

D610-148-RB Janitorial Service – District Office and Barrett Station Complex

PRIOR EXPERIENCE OF BIDDER

The bidder should copy and complete this form for each reference (Required three (3) projects within the last five years) being submitted as demonstration of the bidder and subcontractor's prior experience. In addition, the bidder is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

Bidder/Subcontractor Name:	
Reference Information (Prior Services Performed For)	
Name of Reference Company:	
Address of Reference Company:	
Reference Contact Person Name:	
Contact Person Phone #	
Contact Person e-mail address:	
Dates of Prior Services:	
Dollar Value of Prior Services	
Description of Prior Services Performed	

As the contact person for the reference provided above, my signature below verifies that the information presented on this form is accurate. I am available for contact by the State of Missouri for additional discussions regarding my company's association with the bidder referenced above:

Signature of Reference Contact Person

Date of Signature

ATTACHMENT A BID BOND
D610-148-RB Janitorial Bid – District Office and Barrett Station Complex

KNOW ALL MEN BY THESE PRESENTS, that
we _____

_____,
as Principal and _____, as Surety are held and
firmly bound
unto the **STATE OF MISSOURI** (acting by and through the **Missouri Highways and
Transportation Commission**) in the penal sum of:

Dollars (\$ _____) to be paid to the **State of Missouri or to the Missouri
Highways and Transportation Commission**, to be credited to the State Road Fund, the Principal and
Surety binding themselves, their heirs, executors, administrators, successors, and assigns, jointly and
severally, firmly by these presents.

Sealed with our seals and dated this _____

THE CONDITION OF THIS OBLIGATION is such that:

WHEREAS, the Principal is submitting herewith a bid to the Missouri Highways and Transportation
Commission for furnishing Janitorial Services as set out in the bid to which this bond is attached.

NOW THEREFORE, if the Missouri Highways and Transportation Commission shall accept the bid
of the Principal and if said Principal shall properly execute and deliver to the Missouri Highways and
Transportation Commission the contract and contract bond in compliance with the requirements of the
proposal, the specifications and the provisions of law, to the satisfaction of the Highways and
Transportation Commission, then this obligation shall be void and of no effect, otherwise to remain in
full force and effect.

In the event the said Principal shall, in the judgment of the Missouri Highways and Transportation Commission, fail to
comply with any requirement as set forth in the preceding paragraph, then the State of Missouri acting through the Missouri
Highways and Transportation Commission shall immediately and forthwith be entitled to recover the full penal sum above
set out, together with court costs, attorney's fees and any other expense of recovery.

(SEAL) _____
Principal

By _____
Signature

(SEAL) _____
Surety

By _____
Attorney-in-Fact

NOTE: This bond must be executed by the PRINCIPAL and by a CORPORATE SURETY authorized to conduct surety business in the State of Missouri.

ATTACHMENT B
PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RSMo 2000 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

All vendors submitting a bid/quotation must furnish ALL information requested below.

FOR CORPORATIONS:

State in which incorporated:

FOR OTHERS:

State of domicile:

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME:

ADDRESS:

CITY: _____ **STATE:** _____ **ZIP:** _____

BY (signature required):

Federal Tax I.D. #: _____ **if no Federal Tax I.D. # - list Social Security #:** _____

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

ATTACHMENT C
MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34.359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding **and** prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract **and** to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.

[] If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left.

[] If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:

[] If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are **not** manufactured or produced in the "United States" as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

Item (or item number)	Location Where Item Manufactured or Produced

(attach an additional sheet if necessary)

[] The following specified goods or products cannot be manufactured or produced in the United States in sufficient

quantities or in time to meet the contract specifications. Items (or item numbers):

[] The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the

United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers):

CERTIFICATION

By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document is true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.

The bidder's failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.

ATTACHEMENT D SIGNATURE AND IDENTITY OF BIDDER

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under a fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a

() sole individual () partnership () joint venture

() corporation, incorporated under laws of state of _____

Dated _____.

Name of individual, all partners,
or joint ventures:

Address of each:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

doing business under the name of:

Address of principal place of business in Missouri

(If using a fictitious name, show
this name above in addition
to legal names)

(If a corporation, show its name above)

ATTEST: (SEAL)

Secretary

Title

(NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint ventures, or corporation, with the legal address shown, and REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Sections 417.200 to 417.230, RS Mo. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the Standard specifications, Sec 102.6.6 and 102.6.7.

ATTACHMENT E

WORKER ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL MHTC/MODOT CONTRACT AGREEMENTS IN EXCESS OF \$5,000 (for joint ventures, a separate affidavit is required for each business entity)

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

My name is _____, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities:

I am the _____ of _____, and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, and the aforementioned business entity shall participate in said program with respect to all employees working in connection to work under the within state contract agreement with the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within state contract agreement with MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affiant Signature

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My commission expires:

[documentation of enrollment/participation in a federal work authorization program attached]

ATTACHMENT F
MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.

Definitions:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

If an offeror meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the offeror **must** provide the following with the proposal in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing proposals, in their entirety, are comparable:

- a. A copy of a letter from the Department of Veterans Affairs (VA), or a copy of the offeror's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the offeror was in, stating that the offeror has a service-connected disability rating ranging from 0 to 100% disability; and
- b. A completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the offeror's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

Veteran Information

Business Information

Service-Disabled Veteran's Name, (Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran
Business

(SEAL)

Principal

By

Signature

(SEAL)

Surety

By

Attorney-in-Fact

NOTE: This bond must be executed by the PRINCIPAL and by a CORPORATE SURETY authorized to conduct surety business in the State of Missouri.

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and special Terms and Conditions

STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeror and must be adhered to. If time varies on different items, the Bidder/Offeror shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more**, no bids/proposals by telephone, telegram or telefax will be accepted.
- g. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

GENERAL TERMS AND CONDITIONS

General Performance

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

Deliveries

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

Nondiscrimination

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
 - 1) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote/proposal, the Bidder/Offeror agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly

understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Invoicing and Payment

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request if applicable.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

Applicable Laws and Regulations

- a. **The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.**
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
 - 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

Executive Order

- a. The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.
 - 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
 - 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
 - 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.

- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
 - 1) If attached, the document entitled **"PREFERENCE IN PURCHASING PRODUCTS"** should be completed and returned with the solicitation documents.
 - 2) If attached, the document entitled **"MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT"** should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- c. By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.
 - 1) If attached, the document entitled **"MISSOURI SERVICE-DISABLED VETERAN PREFERENCE"** should be completed and returned with the solicitation documents.
- d. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Cancellation of Contract

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

Bankruptcy or Insolvency

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

Inventions, Patents, and Copyrights

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

Inspection and Acceptance

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

Warranty

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

Status of Independent Contractor

- a. The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Indemnification

- a. The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.

SPECIAL TERMS AND CONDITIONS

Insurance

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- a. General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- b. Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- c. Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

Required Specifications

- a. All materials, equipment, and/or services bid upon must comply with the attached MoDOT Specifications and any other provisions outlined in the solicitation documents.
- b. The material to be supplied under the contract will comply with the quality and gradation requirements of the **Missouri Standard Specifications for Highway Construction, Edition of 2004**, and any revisions thereto, unless modified by these specifications.

Proposal/Bid Guaranty/Contract Bond

- a. Each bid shall be accompanied by a Bid Bond, Certified Check, Cashier's Check or Bank Money Order payable to the Director of Revenue – Credit State Road Fund for an amount equal to Five Percent (5%) of the amount of the BID submitted. This is to act as a guarantee that the bidder, if awarded the contract, will furnish an acceptable performance and payment bond (Contract Bond) or a cashier's check, a bank money order or a certified check made payable to "Director of Revenue--Credit State Road Fund" in an amount equal to One Hundred (100%) of the contract price.
- b. If a BID BOND is used (in lieu of a certified check, cashier's check, or bank money order), it must be in the form provided and executed by the bidder as principal and by a surety company authorized to do business in the State of Missouri as surety. The agent executing the same on behalf of the surety company must attach a current Power of Attorney setting forth his authority to execute the bond involved.
- c. Certified Checks, Cashier's Checks or Bank Money Orders of unsuccessful bidders will be returned as soon as the award is made. The checks or bank money orders of the successful bidder(s) will be retained until the contract is executed and a satisfactory Performance and Payment (Contract Bond) is furnished. Bid Bonds will not be returned except on specific request of the bidder.

Information and Reports

- a. The Contractor shall provide all information and reports required by the Regulations, or Directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Missouri Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or Directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Missouri Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

Permits, Licenses and Safety Issues

- a. The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.
- b. The Contractor will comply with local laws involving safety in the prosecution of the work.

Award

- a. Award of this bid/quote/proposal will be made on an "All or Nothing" basis using the "lowest and best" principle of award.

Failure to Execute Contract

- a. Failure to execute the contract and file acceptable performance payment (Contract Bond) or cashier's check, bank money order or certified check within **15 days** after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and performed under contract or otherwise, as the Commission may decide. No contract shall be considered effective until it has been executed by all parties thereto.

Notice to Proceed

- a. Within **30 days** after the execution of the contract, a "**Notice to Proceed**" will be issued by the Department. A purchase order will be attached to the "Notice to Proceed," which will specify the date or dates that the Contractor can start delivery, roadway or stockpile delivery and will also include the completion dates. These dates will be in accordance with the dates shown in the proposal.

Delivery – Additional Requirements

- b. The following days shall be construed as **official holidays** under the terms of the contract:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day

- c. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.

Increase or Decrease Quantities

- a. The Highways and Transportation Commission reserves the right to increase or decrease the quantity of material twenty-five percent (25%), subject to the maximum quantity specified by the bidder in his proposal.
- b. The quantity finally ordered by the Commission will be furnished by the bidder at the same unit price per ton.

Temporary Suspension of Work

- a. The **District Engineer** shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time with advantage to the Department or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- b. If the Department suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. The Department may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
- c. Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within **30 Days** after the claimed cause for the delay has ceased to exist.

Cancellation of Contract

- a. If the Contractor/supplier fails to carry out the performance of the work with sufficient workmen and equipment to insure the completion of the delivery within the time specified or becomes insolvent or is adjudicated a bankrupt or commits any act of bankruptcy or insolvency or allows any final judgment to stand against him for a period of ten (10) days, the Missouri Department of Transportation may give notice in writing by registered mail to the Contractor/supplier and the surety of such delay, neglect or default.

- b. If, within ten (10) days after such notice the Contractor/supplier does not proceed to remedy to the satisfaction of the Department's representatives the faults specified in said notice, or the surety does not proceed to take over the deliveries, the Department shall have full power and authority, without impairing the obligation of the Contractor/supplier under the contract or the surety under the bond, to take over the completion of the work and arrange for the shipment of any materials necessary to complete the work and the Contractor/supplier and the surety will be responsible for any additional costs incurred by the Department in obtaining the completion of the deliveries.

Liquidated Damages

- a. In the event the successful Contractor fails to deliver the material within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the **RFB, per item**, for each assessable calendar day on which the work has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.
- b. Saturdays, Sundays, holidays and days whereas the Department has suspended work shall not be assessable days.

Environmental Issues

- c. Attention of the bidder is invited to the **Land Reclamation Act, Chapter 444, Laws of 1971, (House Bill 519)** and the necessity for compliance if applicable.
- d. The Contractor shall take necessary precautions and shall schedule and conduct his operations so as to avoid or minimize siltation of streams while removing gravel there from.